

3. Return to Work Examinations  
[Billing/payment will be at a firm, fixed fee per examination, as bid in the financial proposal (Attachment D)].
4. Substance Abuse Medical Review Officer  
[Billing/payment will be at a firm, fixed hourly rate, as bid in the financial proposal (Attachment D)].
5. Medical Advisor Services  
[Billing/payment will be at a firm, fixed hourly rate, as bid in the financial proposal (Attachment D)].
6. Medical Specialist Services and Laboratory Services  
[Billing/payment for the contractor's efforts to make referrals to a specialist, review reports from the specialist, and ensure the accuracy of all specialist invoices, etc., will be at a firm, fixed hourly rate, as bid in the financial proposal (Attachment D)].  
  
(The actual cost of any medical specialist or laboratory services shall not exceed the rates paid by IWIF for the same procedure, provided IWIF has established a rate for the procedure. If IWIF has not established a rate for the procedure, the actual cost must be within the usual, customary and reasonable reimbursement rates for this region as provided by the Health Insurance Association of America. The cost shall be directly billed to, and paid by, the employing agency. Refer to Section 4.23.2 for more detailed billing/payment information for medical specialist services and laboratory services.)
7. Health Benefits Review Committee  
[Billing/payment will be at a firm, fixed hourly rate, as bid in the financial proposal (Attachment D)].
8. Workers' Compensation Treatment Provider  
[Billing/payment will be at a firm, fixed fee per examination, as bid in the financial proposal (Attachment D)].
9. Critical Debriefing Services for Employees and Other Individuals  
[Billing/payment will be at a firm, fixed hourly rate, as bid in the financial proposal (Attachment D)].
10. Medical Surveillance Administration  
[Billing/payment will be at a firm, fixed hourly rate, as bid in the financial proposal (Attachment D)].

#### 4.2.2. Required Hours

Weekly office hours for medical examinations must include weekend hours and provision for emergency coverage on a 24-hour per day, 7-day per week basis, to include MDOT substance abuse testing.

The following services must be available on a 24-hour per day, 7-day per week basis:

1. Medical Advisor/Consultation Services
2. Medical Specialist Services and Laboratory Services
3. Workers' Compensation Treatment Provider
4. Critical Incident Response/Critical Debriefing Services for Employees and Other Individuals
5. Medical Surveillance Administration
6. MDOT Substance Abuse Testing
7. MDOT Consultation Services

For State agencies which operate 24 hours a day, 7 days a week, the contractor may be required to provide the other 7 services referenced in Item 4.1 of the RFP (i.e., those not enumerated above) on a 24-hour per day, 7-day per week basis. Consequently, there must be some weekend availability for such services.

**NOTE:** EACH TIME *24 HOURS PER DAY, 7 DAYS PER WEEK* IS REFERENCED IN THIS RFP, IT SHALL HAVE THE MEANING NOTED ABOVE.

#### 4.2.3. Facilities

The contractor must provide adequate facilities, personnel and equipment in all areas of the State to comply with the provisions of the contract. The successful offeror must have a service delivery site capable of providing all of the required services within a maximum of 30 minutes, normal driving time, of every MDOT location in Baltimore City, as enumerated in Attachment H. It is preferred that the offeror have a service delivery site capable of providing most of the routine services required under this RFP within a maximum of one hour, normal driving time, of every MDOT location outside of Baltimore City, as enumerated in Attachment H. Facilities, personnel, policies, and equipment must be in compliance with the ADA.

#### 4.2.4. Timeliness Requirements

The offeror must have the ability to provide timely response to State agencies on all inquiries, provide timely transmittal of medical documents, and render medical services as specified, or sooner on an emergency basis.

#### 4.12. CRITICAL INCIDENT RESPONSE/CRITICAL DEBRIEFING SERVICES FOR EMPLOYEES & OTHER INDIVIDUALS

The need for this service typically arises from a graphic, work-related accident (where employees and/or private citizens are killed or seriously injured) or an episode of work-place violence. The individuals who observed or experienced the incident are usually suffering from overt emotional trauma. The contractor must be able to provide professional personnel with expertise in emotional/psychological trauma and intervention who may be required to provide immediate and/or subsequent group or individual counseling as necessary.

This may include one or more group assessments and referrals for appropriate services covered by the employee's or individual's personal insurance or the Agency's general liability or workers' compensation insurance. This service must be available 24 hours a day, seven days per week on an as needed basis. All MTA employees who are referred to the SMD for FTA post accident drug and alcohol testing shall be initially assessed to determine if they are in need of critical debriefing.

#### 4.13. MEDICAL SURVEILLANCE ADMINISTRATION

- a. Workplace medical surveillance evaluations are performed to assist in the early identification of illnesses or injury that might be related to the adverse effect of a work site exposure and/or simply the working environment. Employees who are suspected of or have a confirmed exposure will participate in a surveillance program as required by OSHA regulations and requirements.
- b. Upon initial evaluation, the medical examination should include a detailed medical and work history with special emphasis on symptoms related to the physical or chemical hazard and ability to wear personal protective equipment. Certain surveillance examinations, i.e. asbestos, respirator use clearance, require completion of a specific questionnaire as outlined in the respective OSHA/MOSH regulations.
- c. The physical examination and the associated studies (i.e. audiometry, spirometry, chest film- with or without "B" reading as required, blood and urine studies) must be performed and/or sample procurement completed as part of that examination. Additional tests may be ordered, if determined by the SMD to be clinically necessary. The list of substances requiring surveillance, by federal (OSHA) regulations as amended, includes but is not limited to:
  - Inorganic arsenic
  - Asbestos
  - Benzene
  - Coal tar pitch volatiles
  - Ethylene oxide

9. The SMD shall provide to the designated ATR written results of a confirmed negative drug test within two (2) business days and written results of a confirmed positive drug test within (5) five business days, for random, reasonable suspicion, post accident, return to duty and follow-up testing and testing required as a result of participation in an approved drug/alcohol rehabilitation program.
  10. Drug testing shall be available to all MDOT agencies on a seven day per week, 24-hour a day basis.
  11. In the event that the Federal Government imposes a requirement for additional drug or alcohol tests, the Contractor will be permitted to recoup the specific costs associated with implementing such federally regulated tests.
- e. Alcohol Testing
1. The SMD shall conduct alcohol testing in a location that prevents unauthorized persons from observing the test or its results.
  2. The Breath Alcohol Technicians (BAT) shall be trained and demonstrate proficiency in the operation of the Evidential Breath Testing Device (EBT) and in the implementation of the following procedures:
    - a. Maintaining the integrity of the breath alcohol test;
    - b. Carefully ensuring the privacy of the employee;
    - c. Following the quality assurance plans for the inspection, maintenance and calibration of the EBT;
    - d. Avoiding any conduct or remarks that might be construed as accusatorial or otherwise offensive or inappropriate; and,
    - e. Immediately contacting the designated ATR for guidance when problems relating to the testing occur.
  3. Confirmatory test results with a reading of 0.02 or greater must be immediately reported to the ATR or designee.
  4. Within 1 business day of the test, the SMD shall provide to the DAC negative written results of all pre-placement alcohol tests.
  5. Within 2 business days of the alcohol test, the SMD shall provide to the designated ATR negative written results of all random, return to duty, and follow-up tests and testing required as a result of participation in an approved alcohol/drug rehabilitation program.

#### 4.18 RECORDS AND REPORTS

- a. Where individual medical records are maintained by the SMD, the SMD will transfer a copy of such records without cost to the appropriate facility as determined by the State if and when a different contractor is utilized. The SMD will be responsible for releasing medical records as required by law.
- b. All records related to the performance of the SMD operations and duties as contracted with the State shall become the property of the State upon termination or conclusion of the contract to result from this RFP. The format of medical records (if other than paper) must be universal or standard enough to permit easy access by the State or a different contractor if required.
- c. The State further requires a summary of the 12 monthly billing reports and an annual written report which summarizes medical services rendered during the year, by category of service, agency, and date of service. Both the annual billing summary and the annual written report shall be submitted within 30 days of the end of the contract year. Importantly, the report should also narrate and detail any significant service trends and show statistical comparisons to the data in the previous year's report. The database of annual report data must be retained completely separate and secure from any access or usage not authorized in writing by the Department's Procurement Officer.
- d. The contractor shall maintain all records for a minimum of three years unless advised otherwise by the Department and for longer periods of time for special cases, not to exceed five years.
- e. All records are subject to the Federal Privacy Act, 5 USC 552a, and other applicable Federal and State laws and regulations, and shall be maintained and used with the highest regard for employee and applicant privacy.

#### 4.19. PRINTED MATERIALS

In cooperation with the SMD, State agencies will develop and supply all necessary forms, stationery and printed materials to be used by the State in making referrals for the services in this contract.

The contractor will be paid the firm, fixed hourly rate bid in its final financial proposal for all services associated with performing this MRO function.

#### 4.7 MEDICAL ADVISOR/CONSULTATION SERVICES

The SMD will be responsible for providing professional medical advice in consultation with the DBM or MDOT Secretary, the DAC, the Office of the Attorney General, the MTA General Counsel and/or the Statewide EEO Coordinator to review medical rejections/reasonable work accommodations and to sufficiently maintain definitive and detailed medical records which will withstand potential court challenges.

In addition, the SMD will be responsible for conducting initial assessments as necessary before referring employees for medical specialist services as indicated in Section 4.9.

In addition, the SMD will be responsible for conducting any medical training related to the services required in this contract, as deemed necessary by the DAC.

In addition, the SMD will be responsible for providing professional medical advice on a 24-hour, 7-day per week basis, in response to a request from a DAC when the DAC has reasonably determined that such consultation is necessary.

The contractor will be paid the firm, fixed hourly rate bid in its final financial proposal for all services associated with performing this Medical Advisor/Consultation function.

#### 4.8 TESTIMONY AND PREPARATION

The contractor shall make contract personnel available, whenever requested in writing by the Department, to provide a deposition or testimony and documentation as required in support of any administrative and/or court actions. No person provided for testimony shall have been convicted of perjury or of any felony crime.

The SMD or designated medical specialist must assist in the defense of any action, administrative or judicial, where its opinions or decisions are at issue. This requirement shall survive the duration of this contract, and shall specifically apply for the same duration as described for the retention of records and reports in Section 4.18, below.

The contractor will be paid the firm, fixed hourly rate bid in its final financial proposal, adjusted for inflation after the first contract year, for all testimony before any administrative or judicial proceedings. (See Section 4.23.3, below, for specific billing/payment information pertaining to testimony.)

## 4.14 MDOT PHYSICAL EXAMINATIONS

- U.S. Department of Transportation (USDOT)
  - a. USDOT physicals are performed on MDOT employees who are in classifications which require them to qualify for an USDOT medical card to obtain and /or maintain a Commercial Drivers License (CDL).
  - b. The USDOT physical exam will include all of the medical elements, which have been standardized by the USDOT for CDL holders. The results will be recorded on a physical exam form that meets USDOT requirements.
  - c. If the employee/applicant meets the USDOT medical standards, the SMD shall issue the employee a USDOT medical card. (However, cards may be issued to the employee by the DAC after verifying that the SMD has completed all the necessary paperwork, signed the medical card and received the results of the drug and breath alcohol test if performed.)
  - d. The completed USDOT medical exam form must be forwarded to the DAC.
  - e. In some classifications, the USDOT physical exam may serve as the pre-employment physical exam or the USDOT physical exam may be part of a broader pre-employment physical exam which evaluates medical capabilities/limitations beyond the USDOT medical qualifications standards.
  - f. If an individual does not meet medical standards as established by the USDOT, questions and issues regarding “waivers” will be pursued by the individual employee/applicant or DAC.
- FAA 2<sup>nd</sup> Class Airmen Certification Physicals
- ADA Paratransit Eligibility Functional Assessments (See Attachment K)

Three different types of assessments may be required to make a decision on paratransit eligibility:

1. Physical cognitive assessment
2. Functional cognitive assessment
3. Orientation and mobility assessment

The rate bid in the financial proposal under Section 4.14 shall apply to each of the assessments referenced above. If more than one assessment is necessary for an individual, the contractor may bill separately for each assessment.

If the MTA elects to use the contractor for orientation and mobility assessments, the MTA agrees to make available to the contractor its existing materials for orientation and mobility assessments.

#### 4.16 MDOT MEDICAL ADVISOR

The SMD is charged with developing and maintaining medical standards for the various MDOT job classifications. Current "Interim Medical Standards" are found in Attachment J of the RFP. The SMD will be required to provide professional medical advice, as requested, on a case-by-case basis to guide MDOT in discharging its responsibility. Specific tasks may include but are not limited to:

- a. Upon commencement of the contract, perform a comprehensive review of the "Interim Medical Standards" and advise MDOT on their adequacy, sufficiency, and appropriateness. A proposal detailing new standards must be completed as directed by MDOT.
- b. Inform MDOT of comprehensive medical changes/findings which may affect medical standards.
- c. Interpret/review medical information from external sources to aid MDOT in assessing standards.
- d. Provide specific medical information on interpretation of regulatory guidelines as needed.

#### 4.17 MDOT CONSULTATION SERVICES

- 1. The SMD shall provide consultation services which will consist of, but not be limited to:
  - a. Upon request of MDOT, advise on any occupational, medical and/or related employment issues from a preventive and remedial perspective. Make recommendations as required.
  - b. Coordinate and/or provide wellness programs, individual instructions and classes, as well as information for interested employees.
  - c. Provide consultation services to MDOT on any medical related issues.
  - d. Advise employees on personal fitness programs.
  - e. Conduct any medical training related to the services required in this contract, as deemed necessary by the DAC.



#### 4.23. PAYMENT AND BILLING PROCEDURES

##### 4.23.1 Billing for Required Services

All examination fees and medical specialty services (i.e., Critical Debriefing Services, Medical Surveillance, MDOT Substance Abuse Testing, MDOT Medical Advisor Services, and MDOT Consultation Services) performed under this contract shall be billed monthly to the employing State agency that requested/authorized the service. Charges for Substance Abuse Medical Review Officer, Medical Advisor Services, and Health Benefits Review Committee shall be billed to the contract monitor for this contract who may, in turn, submit the bills to the employing agency on a pro-rated basis. The billing address for agencies shall be provided along with the DAC list described in Section 4.20, above. All bills must be received within 45 days of the ending of this contract. Any bill not received within 45 days of the ending of the contract will not be paid.

The Contractor is permitted to charge a fee equivalent to 25% of the price bid in its financial proposal if a referred applicant or employee fails to attend a scheduled appointment for a medical examination, unless the DAC or the applicant/employee gives the Contractor at least 24 hours advance notice.

##### 4.23.2 Billing for Medical Specialist Services and Laboratory Services

All billing for medical specialist and laboratory services shall be done by the contractor on behalf of the providing specialist or laboratory or as reimbursement for payments already made by the contractor to a medical specialist or laboratory.

All such billings shall be for the exact amount billed by the providing specialist or laboratory without markup or additional charges. The actual cost of any medical specialist services or laboratory services shall not exceed the rates paid by IWIF, provided IWIF has established a rate for the service. If IWIF has not established a rate for the service, the actual cost must be within the usual, customary and reasonable reimbursement rates for this region as provided by the Health Insurance Association of America. A detailed statement of the services performed by the providing specialist or laboratory must accompany all requests for reimbursement of medical specialist or laboratory charges. All such billings must specifically contain:

- The name of the employee for whom services were rendered
- The date and time of the service
- Where the service was performed (location)
- The name of the providing specialist or laboratory.

Before seeking reimbursement from any State agency, the contractor is specifically responsible for verifying the accuracy of all specialist and laboratory procedure charges. The actual cost of any medical specialist services shall not exceed the rates paid by IWIF for the same service, if IWIF has established a rate for the service. If IWIF has not established a rate for the service, the actual cost must be within the usual, customary and reasonable reimbursement rates for this region as provided by the Health Insurance Association of America.

of this Agreement; or (b) negligence, injury or death to any person, damage to property, nuisance (public or private), or trespass arising out of or by the Contractor, and its employees, agents, subcontractors and suppliers at any tier and their employees and agents, except to the extent caused solely by the negligent or willful act or omission of the State or its employees.

26.2 The Contractor further agrees to indemnify the State for damage, loss, or destruction of all State property in the Contractor's care, custody, and control throughout the term of this agreement.

26.3 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

26.4 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

26.5 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

27. Liquidated Damages. Time is an essential element of this Contract and it is important that the work be vigorously prosecuted until completion. For each day that any work remains uncompleted beyond the time(s) specified elsewhere in the Contract, the Contractor shall be liable for liquidated damages. The Contractor shall deliver to each DAC the results of the services requested within the time specified in Section 4, Scope of Services, of this RFP. Failure to comply will result in liquidated damages of \$155.00 per day per employee.

The employee is the employee who is referred for an examination or evaluation. As determined by the DAC and/or the State Contract Monitor, the DAC will deduct \$155.00 per day from the fee charges by the contractor each time the final written report is not received within the time specified in the RFP. The fine will be deducted each day until the report is received. Financial damages will be deducted from the contractor's bill for services provided on the subsequent month's payment.

The imposition of financial damages begins on the date (as determined by the DAC and/or State Contract Monitor) when the contractor has all of the information and documentation deemed necessary to make a determination, but the contractor is late in delivering a final written report. Allowances will be made for Acts of God and forces majeure (i.e., electrical outages, weather emergencies) that are truly beyond the contractor's control, as determined by the DAC and/or the State Contract Monitor.

Time is computed in accordance with Article 1, §36 of the Annotated Code of Maryland. For the purposes of this contract, the time period ends at 5:00 p.m. (the close of business) on the fifth working day after the service is provided.

28. Good Faith In Dealing With The State. The Contractor agrees to deal in good faith with the State in all matters. Dealing in good faith with the State includes (but is not limited to):

- a. Attempting to resolve disputes amicably and promptly;
- b. Not misleading the Procurement Officer or other State employee(s);
- c. Not making representations which are untrue and not making promises which are not kept;
- d. Not filing claims or protests which are frivolous or clearly without foundation;
- e. Filing protests in a timely manner; and
- f. Providing prices, which are fair, reasonable, and balanced.

Please note:

- The SMD may utilize routine laboratory testing as medically indicated (e.g., CBC with or without differential, blood chemistries, and urinalysis).
- The SMD may utilize other routine diagnostic studies as medically indicated such as EKG, pulmonary function testing, plain film x-ray imaging.
- The SMD may utilize more sophisticated (and more costly) medically indicated diagnostic studies that have been verbally approved by the DAC, i.e., CT imaging, MRI imaging, sonography, cardiac stress testing, EMG/nerve conduction studies, etc.
- Any medically indicated or job classification required drug testing shall be performed by the laboratory under contract with the Department.
  - c. When medically indicated, the SMD shall attempt to obtain appropriate medical records from the employee's treating physician(s). For example, in a case where the employee's cardiac status is in question and the treating physician recently performed a cardiac stress test on the employee.
  - d. When medically indicated, the SMD may refer the employee to another medical specialist for further evaluation (e.g., cardiologist, orthopedist, psychiatrist, etc.). The referral must be verbally approved by the DAC. The referring agency will pay the costs for all such approved referrals.
  - e. The SMD shall provide both a brief preliminary report and a final written report to the DAC. The preliminary report shall be faxed to the DAC within 24 hours of the exam. The final written report shall be submitted to the DAC within 5 business days. Should extenuating circumstances arise (e.g., additional diagnostic studies are pursued or outside medical information is required by the SMD), the SMD must notify the DAC. Additional time will be taken into consideration by the DAC.

If there is a discrepancy between the medical opinion of the SMD and the employee's private physician, the opinion of the SMD shall be controlling, unless otherwise addressed in a collective bargaining agreement.

The firm, fixed fee bid in the final financial proposal for each workability examination shall include routine blood work (i.e., CBC, white cell differential, standard blood chemistry), EKG, urinalysis and chest x-ray. Should a follow-up examination be necessary, the contractor is permitted to charge a fee equivalent to 50% of the bid price in its final financial proposal for such follow-up exams.

The contractor will be paid the firm, fixed fee bid in its final financial proposal for each workability examination it performs, after receipt by the DAC of the reports referenced immediately above.